

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, an RFP Interest form may be downloaded to your computer, completed and e-mailed or mailed to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

LEGAL AD DATE: April 8, 2005

REQUEST FOR PROPOSAL
No. PSD-05-IDA/MB-19

SEALED PROPOSALS
FOR

**A MULTI-CUSTODY LEVEL CORRECTIONAL FACILITY
FOR
THE CONFINEMENT, CARE AND CUSTODY
OF
HAWAII FEMALE OFFENDERS**

WILL BE RECEIVED UP TO 4:30 P.M. (HST)

ON

MAY 17, 2005

IN THE DEPARTMENT OF PUBLIC SAFETY, PLANNING, PROGRAMMING AND BUDGET
OFFICE—PURCHASING AND CONTRACTS, 919 ALA MOANA BOULEVARD, ROOM 413,
HONOLULU, HAWAII 96814. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO
MR. MARC S. YAMAMOTO, TELEPHONE (808) 587-1215, FACSIMILE (808) 587-1244 OR E-
MAIL AT marc.s.yamamoto@hawaii.gov.

RICHARD T. BISSEN, JR.
Interim Director

Name of Company

April 8, 2005

**REQUEST FOR PROPOSALS
FOR
A MULTI-CUSTODY LEVEL CORRECTIONAL FACILITY
FOR
THE CONFINEMENT, CARE AND CUSTODY OF HAWAII FEMALE OFFENDERS
RFP No. PSD 05-IDA/MB-19**

The Department of Public Safety, Institutions Division, Mainland Branch, is requesting proposals for a qualified Provider to confine and supervise an indeterminate number of female Hawaii inmates to be determined by the State of Hawaii (State) in accordance with county, state and federal laws. Within the correctional facility, the Provider is to provide a range of correctional services, including education, substance abuse programs that include a therapeutic community, vocational programming, work line employment, recreation, libraries (law and recreational), health care (medical, dental, vision, mental health), religion, and security. The level of substance abuse programming must be based on Level of Service Inventory-Revised (LSI-R) assessments. The education programs must be designed to reduce recidivism and the vocational training to be offered shall include an analysis of a career outlook. The contract term will be for the twelve-month period beginning on August 1, 2005 or on the official commencement date on the Notice to Proceed.

Proposals shall be mailed and postmarked by the United States Postal Service on or before May 17, 2005, or hand delivered no later than 4:30 p.m., Hawaii Standard Time (HST), on May 17, 2005, at the drop-off site designated on the Proposal Mail-In and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Planning, Programming and Budget Office—Purchasing and Contracts will conduct an orientation on April 22, 2005 from 10:00 a.m. to 12:00 noon HST, at the Department of Public Safety, Director's Office Conference Room, 919 Ala Moana Boulevard, 4th Floor, Honolulu, Hawaii 96814. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:30 p.m., HST, on April 29, 2005. All written questions will receive a written response from the State on or about May 6, 2005.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Marc Yamamoto at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, telephone: (808) 587-1215, facsimile: (808) 587-1244, e-mail: marc.s.yamamoto@hawaii.gov.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: 8
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**ALL MAIL-INS MUST BE POSTMARKED BY UNITED STATES POSTAL SERVICE (USPS)
NO LATER THAN
May 17, 2005**

All Mail-ins

Department of Public Safety
Planning, Programming and Budget Office—
Purchasing and Contracts Staff
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

PPB-PC RFP COORDINATOR

Marc Yamamoto
For further information or inquiries
Telephone: (808) 587-1215
Facsimile: (808) 587-1244

**ALL HAND DELIVERIES WILL BE ACCEPTED AT THE FOLLOWING SITES UNTIL 4:30 P.M.,
Hawaii Standard Time (HST) May 17, 2005.**

Drop-off Site

Oahu:

Department of Public Safety
Planning, Programming and Budget Office—
Purchasing and Contracts
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

BE ADVISED: All mail-ins postmarked by USPS after **May 17, 2005**, will be rejected.

Hand deliveries will **not** be accepted after **4:30 p.m., HST, May 17, 2005.**

Deliveries by private mail services such as FEDEX shall be considered hand deliveries and will not be accepted if received after **4:30 p.m., HST, May 17, 2005.**

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Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

TERMS AND ACRONYMS USED IN THIS RFP

ACA	=	American Correctional Association.
ADAD	=	Alcohol and Drug Abuse Division, Department of Health, State of Hawaii
CARF	=	Commission on Accreditation of Rehabilitation Facilities
DSM IV	=	Diagnostic and Statistical Manual of Mental Disorders – IV
Provider	=	An organization or individual contracted by the agency to provide health or human services.
Inmate	=	State of Hawaii Inmates.
LSI-R	=	Level of Services Inventory-Revised.
Level III	=	An intensive long-term residential treatment program lasting 9-15 months in therapeutic communities (TC).
Applicant	=	An organization or individual that responds to a request for proposals or solicitation for statements of qualifications by submitting a proposal or statement of qualification respectively.
PSD	=	Department of Public Safety.
PPB-PC	=	Planning, Programming and Budget Office—Purchasing and Contracts
State	=	State of Hawaii.
TC	=	Therapeutic Community. An approach to substance abuse treatment that is a psychosocial, experiential learning process, which utilizes the influence of positive peer pressure within a highly structured social environment. The primary therapeutic change agent is the community itself, including staff and program participants together as members of a “family.” The culture is defined by a mutual self-help attitude where community members confront each other’s negative behavior and attitudes and establish an open, trusting and safe environment where personal disclosure is encouraged, and the prison culture of the general population is rejected. Participants need to view staff as role models and rational authorities rather than as custodians or treatment providers.

I. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

II. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview—Provides applicants with an overview of the procurement process.

Section 2, Service Specifications—Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions—Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation—Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments—Provides applicants with information and forms necessary to complete the application.

Section 6, Appendices—Provides applicants with additional information necessary to complete the proposal.

III. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Marc Yamamoto

Department of Public Safety

Planning, Programming and Budget Office—Purchasing and Contracts

919 Ala Moana Boulevard, Room 413

Honolulu, Hawaii 96814

Telephone: (808) 587-1215 Facsimile: (808) 587-1244

The **Contract Administrator (CA)** for this contract shall be the Mainland Branch Administrator or her authorized designee. She can be contacted at telephone (808) 837-8020.

IV. Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing RFP	April 8, 2005
Distribution of RFP	April 8, 2005
RFP orientation session	April 22, 2005
Deadline for submission of written questions for written responses	April 29, 2005, 4:30 p.m., H.S.T.
PSD's response to applicants' written questions	May 6, 2005
Discussions with applicant prior to proposal submittal deadline (optional)	Week of May 9-11, 2005
Proposal submittal deadline	May 17, 2005, 4:30 p.m., H.S.T.
Proposal evaluation period	May 18-June 24, 2005
Determine priority-listed Applicants	May 18—May 25, 2005
Presentations and or site visitations with priority-listed Applicants (optional)	May 26—June 9, 2005
Final revised proposals (optional)	June 15, 2005
Provider selection	June 27-29, 2005
Notice of statement of findings and decision	June 30, 2005
Contract start date	August 1, 2005

V. Orientation

An orientation for Applicant in reference to the request for proposals will be held as follows:

Date:	April 22, 2005	Time:	10:00 a.m. to 12:00 p.m. HST
Location:	Department of Public Safety		
	Director's Office Conference Room		
	919 Ala Moana Boulevard, 4th Floor		
	Honolulu, Hawaii 96814		

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the PSD's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the PSD's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the next paragraph (VI. Submission of Questions).

VI. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the PSD.

Deadline for submission of written questions:

Date: April 29, 2005 **Time:** 4:30 p.m. HST

PSD's response to applicant written questions will be provided on or about:

Date: May 6, 2005

VII. Submission of Proposals

A. Forms/Formats - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website at: www.spo.hawaii.gov, click *Procurement of Health and Human Services* and *For Private Providers*. Refer to the Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200)** - Provides identification of the proposal.
2. **Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the PSD.
3. **Table of Contents** - A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
4. **Proposal Application (Form SPO-H-200A)** - Applicant shall submit comprehensive narratives that address all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP.)
5. **Registration Form (SPO-H-100A)** – If applicant is not registered with the State Procurement Office (business status), this form must be submitted with the application. If applicant is unsure as to their registration status, they may check the State Procurement Office website at: <http://www.spo.hawaii.gov>, click *Procurement of Health and Human Services*, and *For Private Providers* and *Provider Lists...The List of Registered Private Providers for Use with the Competitive Method of Procurement* or call the State Procurement Office at (808) 587-4706.
6. **Tax Clearance** – A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required either at the time of proposal submittal or upon notice of award at the discretion of the purchasing agency.

Refer to Section 4, item III.A.1, Administrative Requirements, and the Proposal Application Checklist to see if the tax clearance is required at time of proposal submittal. The tax clearance application may be obtained from the Department of Taxation website at www.hawaii.gov/tax/tax.html.

- B. Program Specific Requirements** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the Proposal Application Instructions, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist.
- C. Multiple or Alternate Proposals** - Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. Proposal Submittal** - Proposals must be postmarked by USPS or hand delivered by the date and time designated on the Proposal Mail-In and Delivery Information Sheet attached to this RFP. Any proposal post-marked or received after the designated date and time shall be rejected. Note that postmarks must be by United States Postal Service or they will be considered hand-delivered and shall be rejected if late. The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet.

Proposals submitted shall be original hardcopies only. Facsimile, or e-mailed transmissions of a proposal is not acceptable and shall be rejected.

- E. Wages and Labor Law Compliance** - Before a provider enters into a service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, Wages, hours and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained from the Hawaii State Legislature website at <http://www.capitol.hawaii.gov/>. Or go directly to:
http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm

Not applicable, pursuant to Chapter 76-16(15), HRS.

- F. Confidential Information** – If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

VIII. Discussions with Applicants

- A. Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

B. After Proposal Submittal Deadline - Discussions may be conducted with the priority-listed applicants (refer to Section 1, paragraph X – Priority-Listed Applicants), but proposals may be accepted without discussions, in accordance section 3-143-403, HAR.

IX. Opening of Proposals

Upon receipt of proposal by the PSD at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the PSD and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

X. Priority-Listed Applicants

The evaluation committee will review and score the proposals on a preliminary basis. Up to three (3) of the highest scoring proposals will be designated as priority-listed Applicants. Only those designated as priority-listed Applicants shall be eligible to deliver oral presentations, and/or host a site visitation of the proposed facility, if requested.

XI. Additional Materials and Documentation

Upon request from the PSD, each applicant shall submit any additional materials and documentation reasonably required by the PSD in its evaluation of the proposals.

XII. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XIII. Final Revised Proposals

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked or hand delivered by the date and time specified by the PSD. Any final revised proposal post-marked or received after the designated date and time shall be rejected. If a final revised proposal is not submitted, the previous submittal shall be construed as their final revised proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

XIV. Cancellation of Request for Proposal

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, if it is determined to be in the best interest of the State.

XV. Costs for Proposal Preparation

Any costs incurred by applicants in preparing and/or submitting a proposal are the applicants' sole responsibility.

XVI. Provider Participation in Planning

Provider participation in a PSD's efforts to plan for or to purchase health and human services prior to the PSD's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202, 3-142-203 and 3-143-618 of the Hawaii Administrative Rules for Chapter 103F, HRS.

XVII. Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawaii Administrative Rules for Chapter 103F, HRS, are parenthesized)

- (1) Rejection for failure to cooperate or deal in good faith (Section 3-141-201, HAR);
- (2) Rejection for inadequate accounting system (Section 3-141-202, HAR);
- (3) Late proposals (Section 3-143-603, HAR);
- (4) Inadequate response to request for proposals (Section 3-143-609, HAR);
- (5) Proposal not responsive (Section 3-143-610 (1), HAR); and
- (6) Applicant not responsible (Section 3-143-610 (2), HAR).

XVIII. Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

XIX. Protests

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website (see the Proposal Application Checklist in Section 5 of this RFP. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the PSD conducting the protested procurement and the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the PSD.

Head of State Purchasing Agency	Procurement Officer
Name: Richard T. Bissen, Jr.	Name: Suzanne Eghan
Title: Interim Director	Title: Administrative Services Officer
Mailing Address: Department of Public Safety 919 Ala Moana Boulevard, 4 th Floor Honolulu, Hawaii 96814	Mailing Address: Department of Public Safety Planning, Programming and Budget Office 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
Business Address: same	Business Address: same

XX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See Section 5, Proposal Application Checklist for the address). Special conditions

may also be imposed contractually by the state purchasing agency, as deemed necessary.

(1) ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions prior to the execution of the selection. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

(2) OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be within ninety (90) calendar days after the opening of proposals. Prices quoted by the Applicant shall remain firm for the ninety (90) day period.

(3) INSURANCE REQUIREMENTS

The Provider shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Provider and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Provider providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Provider may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Provider's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Provider, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$10,000,000 per year aggregate amount. \$ 2,000,000 for each person for each occurrence for bodily injury and property damage.
Products—Complete Operations Aggregate	
Comprehensive Automobile Liability	BI: \$ 2,000,000 per person for each occurrence. PD: \$ 500,000 for each occurrence.
Professional Liability	\$10,000,000 for each occurrence.

The Commercial General Liability insurance policy required of the Provider, including any subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Planning, Programming and Budget Office—Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods if exercised.

The Provider agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this agreement have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this agreement, including those of its subcontractor(s), where appropriate. Upon request by the State, Provider shall be responsible for furnishing a copy of the policy or policies.

Failure of the Provider to provide and keep in force such insurance shall be regarded as material default under this agreement, entitling the State to exercise any or all of the remedies provided in this agreement for a default of the Provider.

The procuring of such required insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement. Notwithstanding said policy or policies of insurance, Provider shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this agreement.

(4) CONTRACT EXECUTION

The successful Applicant receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Provider and, if applicable, of all of Provider's subcontractors.

No work is to be undertaken by the Provider prior to the contract commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Provider prior to the official commencement date stated on the Notice To Proceed.

If the option to extend for each twelve-month period or portion thereof, is mutually agreed upon, the Provider shall be required to execute a supplement to the contract for each extended period.

(5) SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the Procurement Officer. No subcontract shall under any circumstances relieve the Provider of its obligations and liability under this agreement with the State. All persons engaged in performing the work specified herein shall be considered employees of the Provider.

(6) CHANGES – UNANTICIPATED AMENDMENTS

During the course of the Provider's term, the Provider may be required to perform additional work that will be within the general scope of the agreement. When additional work is required, the CA will provide the Provider a written description of the additional work and request that the Provider submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

The Provider will not commence additional work until the CA or her authorized representative has issued a written modification to this agreement.

(7) MODIFICATIONS

The agreement may be modified only by written document signed by the CA and the Provider personnel authorized to sign modifications on behalf of the Provider.

(8) CONTRACT INVALIDATION

If any provision of this selection is found to be invalid, such invalidation will not be construed to invalidate the entire agreement.

(9) INSPECTION & MODIFICATIONS – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Provider is responsible for the completion of all work set out in their proposal and this RFP. All work is subject to inspection, evaluation, and approval by the CA. The State may employ all reasonable means to ensure that the work is being performed in compliance with their proposal and this

RFP. Should the CA determine that corrections or modifications are necessary in order to accomplish its intent, the CA may direct the Provider to make such changes.

Substantial failure of the Provider to perform the services required may cause the State to terminate the agreement with the Provider. In this event, the State may require the Provider to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek damages.

(10) GOVERNING LAW; COST OF LITIGATION

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this agreement shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Provider in connection with their proposal and this RFP, the Provider shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

(11) TERMINATION

The State reserves and has the right, at any time during the term of the agreement, in its sole discretion, to terminate and cancel said agreement in the public interest or for the convenience of the State; provided, that the State gives the Provider written notice of any cancellation or termination no less than ninety (90) calendar days prior to the effective date of such cancellation or termination. The Provider's obligation under this agreement shall continue until the specified termination date.

XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see section 5, the Proposal Application Checklist). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

I. Introduction

A. Overview, purpose or need

The purpose of this RFP is to seek a qualified Provider to confine and supervise an indeterminate number of female Hawaii inmates to be determined by the State in accordance with county, state and federal laws to include the Americans with Disabilities Act. Currently, the State has 80 female inmates at the Brush Correctional Facility in Brush, Colorado.

Within the correctional facility, the Provider is to provide a range of correctional services, including education, substance abuse programs that include a therapeutic community, vocational programming, work line employment, recreation, libraries (law and recreational), health care (medical, dental, vision, mental health), religion, and security. The level of substance abuse programming must be based on LSI-R assessments. The education programs must be designed to reduce recidivism and the vocational training to be offered shall include an analysis of a career outlook.

It is the State's intention to administer the contract resulting from this request. The contract resulting from this RFP will be for an initial twelve (12) month term with possible extensions, as mutually agreed upon by both parties, for an additional two (2) twelve months or portions thereof.

B. Description of the goals of the service

The purpose of this procurement is to reduce the overcrowding in Hawaii's correctional facilities.

C. Description of the target population to be served

The target population to be served are female offenders to be housed on the mainland as determined by the State in accordance with all applicable laws, including but not limited to those of the county, state and federal laws. The custody level of the female offenders shall range from minimum to close custody.

The criteria the State uses to determine the inmates qualification for this program are as follows:

- (1) Time left to serve on sentence;
- (2) Program refusal, non-clinical discharge, or misconducts incurred;
- (3) Multiple-time parole violators with more than 12 months to serve;
- (4) No pending pretrial charges;
- (5) No medical or mental health conditions that may affect an inmate's ability to function within a normal range; and
- (6) Inmates that volunteer and have cleared all facility holds.

D. Geographic coverage of service

The confinement, care and custody of Hawaii female inmates at the selected multi-custody level correctional facility.

E. Probable funding amounts, source, and period of availability

The current contract rate for the 80 Hawaii female inmates is a per diem rate of \$51.90 per inmate. The Hawaii female inmate population housed on the mainland is expected to increase to 100 and may further increase during the contract period up to 150 Hawaii female inmates.

II. General Requirements

A. Minimum qualifications or requirements, including but not limited to licensure or accreditation

The Applicant shall submit a proposal that describes a correctional facility meeting the following minimum requirements:

- (1) The correctional facility shall be a prison, not a jail.
- (2) The correctional facility shall house women only. Men and women shall not be housed in the same facility.
- (3) The correctional facility shall have a rated capacity of no more than 1000 beds. The rated capacity does not include infirmary beds or disciplinary segregation beds.
- (4) The correctional facility shall be capable of housing close custody inmates. A correctional facility in a state that does not allow out-of-state inmates with a close custody status shall not be acceptable.
- (5) The Applicant shall comply with Section 1 – Administrative Overview, paragraph XXI – General and Special Conditions of the Contract, item (3) – Insurance Requirements.
- (6) All services provided in the Offer shall comply with all state and federal laws and constitutions, and with all mandatory ACA standards.
- (7) The Applicant shall make a minimum of six hours of activities per day accessible to all eligible and willing inmates. Activities may include work line, education, recreation, religious and treatment services. Inmates on disciplinary restrictions may be excluded.

B. Secondary purchaser participation

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

C. Multiple or alternate proposals

(Refer to §3-143-605, HAR)

☒ Allowed

☐ Unallowed

Alternate, or multiple proposals for this RFP shall be accepted from an Applicant utilizing a different facility for each separate proposal submitted.

D. Single or multiple contracts to be awarded

(Refer to §3-143-206, HAR)

☒ Single

☐ Multiple

☐ Single & Multiple

Criteria for multiple awards: Not applicable.

E. Single or multi-term contracts to be awarded

(Refer to §3-149-302, HAR)

☒ Single term (\leq 2 yrs)

☐ Multi-term ($>$ 2 yrs.)

Contract terms:

Initial term of contract: Twelve (12) months beginning August 1, 2005 or the commencement date stated on the Notice to Proceed.

Length of each extension: Twelve (12) months.

Number of possible extensions: Two (2).

Conditions for extension: The contract may be extended if mutually agreed upon in writing prior to the expiration date of the contract.

F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider or providers. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section I, Item IV (Procurement Timetable) of this RFP.

**Marc Yamamoto, Purchasing and Contracts Staff
Department of Public Safety
Planning, Programming and Budget Office
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814**

Telephone: (808) 587-1215

Facsimile: (808) 587-1244

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(1) INMATE SERVICES

The Provider should provide the following services:

- a. Clothing and supplies provided to inmates without charge, including both standard and cold weather clothing, personal hygiene items, towels, bed linens and blankets.
- b. Laundry services.
- c. Inmate property policies.
- d. Food service, including a cycle meal menu, any approval and/or reviews by a Registered Dietician or Nutritionist of the cycle meal menu, whether fresh fruit is included, and policies on special meals for medical or religious needs. If a contract is awarded, rice shall be included as a food staple on a daily basis.
- e. Inmate commissary, including a list of available items and their cost, and any restrictions on purchases, and whether profits earned on commissary items are specifically designated to be used for the benefit of the inmate population.
- f. Recreation, including a description of the facility, equipment, supplies, and policies for indoor and outdoor recreational and leisure time activities. Recreation practices shall meet mandatory ACA standards.
- g. Library services, including a description of the recreational library and the hours of operation.
- h. Visitation programs, including the policies and procedures for visitation. If a contract is awarded, the offer shall provide, at its sole cost and expense, the necessary equipment and space within the Facility to permit videoconferencing by use of video teleconference equipment compatible with the video teleconference equipment currently being used by the State. Furthermore, if a contract is awarded, video teleconference phones shall be made available for a four hour block at a mutually agreed upon time on Saturday.
- i. Grievance procedures, including a description of the process and any policies or procedures for ensuring ready access to grievance forms, consideration of the grievance by an impartial party, means for ensuring confidentiality, avenues for appeals, and time limits for filing, responding, and appealing.
- j. Access to courts, including a description of the materials that will be made available in the law library and the hours of operation, and availability of transportation to local courts if necessary. If a contract is awarded, the Applicant shall make any legal material provided by the State of Hawaii

accessible to the inmates, including the Hawaii Revised Statutes, Hawaii Reports, and other legal material.

- k. Fiscal management of inmate accounts, including procedures for ensuring payments to inmates for work line, management of inmate trust accounts and commissary purchases, and provisions for both disposable and restricted accounts in accordance with State policies.
- l. Restrictions on types of inmates that may be housed at the proposed facility, such as maximum custody inmates, former escapees, or inmates convicted of a sexual or violent crime.
- m. Telephone costs and services, include a description of telephone services and security measures, any and all costs for telephone services generally, and the breakdown of costs for a ten minute call from the facility to Hawaii.
- n. Work line opportunities.

(2) PROGRAMMING

The Provider should provide of the following programs and the minimum qualifications of staff for these programs:

- a. Educational services, including a description of the following programs, ABE (Adult Basic Education) I, ABE II, ABE III, ABE IV, GED programs, Literacy/ESL, job readiness and vocational training, and educational and vocational testing.
- b. Substance Abuse Programs, including:
 - 1) Substance education and counseling programs that include education in addiction, relapse prevention, cognitive skills development, and recovery skills. **(Refer to APPENDIX A for the State of Hawaii's current substance abuse program.)**
 - 2) A substance abuse therapeutic community, including Level III substance abuse treatment. **(Refer to Appendix B for the State of Hawaii's substance abuse therapeutic community, including Level III substance abuse treatment. Refer to Appendix C for an extended definition of Level III.)**
 - 3) Substance abuse assessment policies. If the contract is awarded, the Applicant shall provide assessments pursuant to the State's Level of Services Inventory-Revised **(Refer to Appendix D-Offender Assessment Protocols).**
- c. Counseling and social work services, including the ratio of counselors to inmates, and the availability of any sexual abuse counseling for inmates.
- d. Religious programs, including a list of religious programs and policies for accommodation of religious needs. **(Refer to Appendix E for religious services.)**

(3) HEALTH CARE

The Provider should provide medical, mental health, and dental service in accordance with the laws of the State of Hawaii, the laws of the State where the facility is located; the American Correctional Association Standards for Adult Correctional Institutions, Third Edition, and its Supplements; and the National Commission on Correctional Health Care Standards-Prison Edition, 1997, and its updates and supplements.

The Provider should provide routine medical services to inmates at no additional cost to the State (unless otherwise provided), and additional health care provided at either the State's or the inmate's expense, including the following:

- a. Licensed health care staff including physicians, nurse practitioners, and physician assistants, overseen by a health care administrator, staffing levels and hours of service.
- b. Routine medical care including:
 - 1) Primary care services including daily sick call to general and lockdown populations;
 - 2) Nursing services by licensed nurses, including nurse rounds and nurse clinics;
 - 3) Chronic care management system where all patients with a chronic disease such as diabetes, hypertension, or asthma are seen once every three months.
 - 4) Medical and specialty care, such as podiatrists, physical therapists, and dermatologists;
 - 5) Infirmary services;
 - 6) Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemoccult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests, and any other diagnostic screening tests commonly used in identifying or preventing illnesses;
 - 7) Radiology services, fixed and/or mobile;
 - 8) Annual health appraisal for each inmate over forty (40) years old which will include a breast examination mammography (every other year) and a pap smear (if cervix present);
 - 9) Health appraisal at least once every three (3) years for each inmate less than forty (40) years old, including a breast examination. Pelvic and pap screening needs to be annual (if cervix present);

- 10) Physical medicine, physical therapy services, speech therapy, and occupational therapy;
 - 11) Infection control;
 - 12) Immunizations: Influenza, Hepatitis B, Hepatitis A, and Pneumovax immunizations are administered per the State's immunization protocols.
 - 13) Hepatitis C treatment consistent with the State's Treatment Guidelines, except as to the cost of Hepatitis C related medication, which will be reimbursed by the State.
 - 14) Over-the-counter and prescription medication, except as to the cost of AIDS/HIV related medication, which will be reimbursed by the STATE;
 - 15) Medical and dental prostheses;
 - 16) Mortality and peer review; and
 - 17) Durable medical equipment and supplies.
- c. Optometric care including annual eye examinations for inmates with chronic disease such as diabetes, that may affect vision, and at least once every two (2) years for inmates with prescriptions greater than 20/50 in one or both eyes. If an inmate with visual acuity 20/50 or worse does not have sufficient funds to pay for corrective eyeglasses, the Applicant shall be expected to provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost.
- d. Dental Services, including the following:
- 1) Emergency dental treatment;
 - 2) Amalgam and composite restorations;
 - 3) Root canal treatment on anterior teeth that are restorable;
 - 4) All necessary extractions including soft tissue and partial bony impaction;
 - 5) Maxillary and mandibular removal partial dentures when necessary for proper masticulation (Inmate to pay for the appliance);
 - 6) Oral prophylaxis;
 - 7) X-rays; and
 - 8) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of treatment of fractured jaws, and other surgical procedures.

- 9) Orthodontic treatment;
- 10) Periodontal surgery;
- 11) Tissue or bone grafts;
- 12) Dental implants;
- e. Mental Health Care, including mental health screening and evaluation for major mental conditions or illnesses, identification, treatment and management of acute problems, suicide prevention, and staffing.
- f. Availability of offsite care, including a description and location of those health care facilities and hospitals available to provide health care to inmates. The description shall include a list of the specialties, sub-specialties and services available in each hospital and/or health care facility. If there are any contracts with offsite hospitals and/or health care facilities, please include a copy of the contracts.

(4) SECURITY & SAFETY

The Provider should provide security and control in accordance with ACA standards, including the following:

- a. Policies and procedures for the overall security operations, including emergency plans, use of force, key control, tool control, searches, inmate counts/movements, urinalysis programs, security devices, escapes, and use of chemical agents.
- b. Staffing levels, inmate to security staff ratio, and gender-posting measures to ensure the appropriate supervision and safeguarding of inmates at all times. Applicant shall indicate whether the Warden or the Chief of Security makes daily rounds, and the intervals of these rounds.
- c. A description of the physical plant, including the means by which the security perimeter shall be controlled to ensure that inmates remain within the perimeter of the facility and that the general public will not be allowed access into the facility without permission. Photos are welcome.
- d. A description of the segregation cells for inmates requiring pre-detention, disciplinary, administrative segregation and protective custody, and policies governing special management inmates (pre-detention, disciplinary, administrative segregation, and protective custody).
- e. Policies governing discipline, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards.
- f. Any health or safety certifications, including evidence that the facility is regularly inspected by a qualified State or county fire official/marshal and that the facility conducts periodic fire and safety inspections. The facility shall

have an approved fire alarm system, and automatic detection system that is tested on a regular basis.

- g. Any and all agreements with local law enforcement agencies relating to emergency evacuations, riots or other disturbances, escapes, criminal activities by inmates or staff, and/or inmate deaths.
- h. Policies and procedures for referring criminal activities by inmates and staff for prosecution.

(5) TRANSPORTATION

The Provider shall be responsible for the initial cost of transporting inmates from Brush Colorado to its proposed facility. The State and the Provider will meet and schedule timelines for the transfer of inmates for the State.

The Provider shall be responsible for all ground transportation.

The State will be responsible for the cost of transporting inmates back to the State of Hawaii. If the Provider requests that an inmate be returned to Hawaii, the Provider shall be then be responsible for the cost of transportation for the return of that inmate to Hawaii. The State will also be responsible for the cost of transporting inmates from Hawaii to the proposed facility.

(6) COST

The proposal shall include the per diem amount per inmate for eighty (80) to one hundred-fifty (150) inmates over the life of the contract. The offer may include a graduated amount, dependent upon the number of inmates. The per diem shall include all expenses, costs, charges, taxes, and obligations, except for the following:

- a. The Provider shall provide all health, dental and vision care to inmates at no additional cost to the State except for the following reimbursable expenses: services requiring hospitalization that includes physician reimbursement, services/procedures requiring anesthetics other than Novocain or similar local anesthetics or nitrous oxide that includes physician or anesthesiologist reimbursement, major surgical and other invasive procedures that includes physician reimbursement and any procedure requiring the use of special limited-use equipment not available at the facility. Of these reimbursable services, the Provider shall pay one hundred percent (100%) of the reimbursable expenses up to two thousand dollars (\$2,000) per incident. The State shall pay one hundred percent (100%) of the reimbursable expenses in excess of that amount for any single incident, except as provided in paragraph b below.
- b. The State shall not be responsible for health care or any illness or injuries incurred while an inmate is on escape status or resulting from the negligence or fault of the Provider or the Provider's employees or agents.

- c. The State shall be responsible for medication or regimens specifically aimed at the treatment of conditions associated with AIDS/HIV and Hepatitis C, provided that the Provider follows State protocols for treatment. Routine medical care for inmates who have Hepatitis C or AIDS or are HIV positive are the responsibility of the Provider.
- d. The Provider shall be responsible for the initial cost of transporting inmates from Brush Colorado to its proposed facility. The State will be responsible for the cost of transporting inmates back to the State of Hawaii. If the Provider requests that an inmate be returned to Hawaii, the Provider shall be then be responsible for the cost of transportation for the return of that inmate to Hawaii. The State will also be responsible for the cost of transporting inmates from Hawaii to the proposed facility.
- e. Provided that the denial of non-emergency health care does not violate any state or federal constitutional or statutory requirements, the Inmate may be required to pay for the following:
 - 1) A minimal co-payment fee for non-emergency health care visits consistent with State policies;
 - 2) Dental care for orthodontic treatment, periodontal surgery, tissue or bone grafts, dental implants, crowns or fixed bridges; and partial dentures for anterior teeth; and
 - 3) Prosthetic devices.

(7) INVOICING

Provider shall submit an advance copy of monthly invoices at the quoted per diem rates via facsimile (808) 837-8026. The original invoice shall be submitted to:

State of Hawaii
Department of Public Safety
919 Ala Moana Boulevard, 4th Floor
Honolulu, Hawaii 96814

Attention: Mainland Branch Administrator

All invoices shall reference the contract number and solicitation number.

(8) PAYMENT

The State shall have up to thirty (30) calendar days after receipt of the original invoice to make payment, a facsimile copy shall not serve as the original copy. The State will take all reasonable steps to effect payment to the Provider by wire transfer. All payments shall be made in accordance with and subject to Chapter 40, HRS.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

B. Management Requirements

Key personnel whose names and resumes are submitted in the proposal, if so required, shall not be removed from this project without prior approval of the CA. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the CA.

Personnel changes that are not approved by the CA may be grounds for the Provider's termination.

The State shall have the right, and the Provider will comply with any request, to remove any personnel from all work on this project effective immediately upon notification by the State.

(1) Personnel

The Provider should:

- a. Provide 24-hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the facility in compliance with ACA standards. Staffing must be provided for all aspects of the management and operation of the facility, including administering all inmate programs, providing transportation and security, and ensuring appropriate health care.
- b. Perform criminal history checks, background checks and random drug testing of staff. Applicant shall indicate whether it will hire employees with convictions for sexual offenses or any offense which would prohibit that employee from owning or possessing a firearm.
- c. Have provided correctional staff with a minimum 160 hours of basic correctional training and provide a minimum of 40 hours of annual supplemental correctional training.
- d. Employ at least one full-time dedicated case manager up to 80 inmates to carry out the responsibilities associated with classification, progress reports, parole reports casework documentation, replying to grievances and maintaining regular contact with each assigned inmate. A part-time employee may be used if the number of inmates is more than 80 and less than 160, provided that there is at least one full-time dedicated case manager and the number of hours by the part-time employee is based upon the number of inmates in excess of 80.

- e. Provide case management staff and/or substance abuse counselors must be provided with Level of Services Inventory – Revised (LSI-R) training at the Provider's expense.
- f. Be responsible for providing office space, telephone and computer access for the on-site monitor that State may employ. Monitor's office shall be within the administration offices.
- g. Opened for inspection at any reasonable hour to other State and local officials.

(2) Administrative

A single on-site Warden employed by the Provider shall manage the facility and its programs.

The facility should have a policy and procedures manual identifying the mission statement of the facility, security/control, programs, operational procedures, chain of command and misconduct/discipline. All copies of the policy and procedures manual and additions and amendments to any facility policy shall be sent to the State.

The facility should have a quality assurance program which is developed and implemented to ensure that all programs meet applicable standards. Also within the quality assurance program, there should be periodic inspections and reviews by the Warden or his/her designee, with appropriate recommendations and time frame for improvements. These recommendations and time frames shall be shared with the State.

(3) Quality Assurance and Evaluation Specifications

The State may have a full-time onsite monitor. The facility and inmate programs shall be subject to daily inspections for contract compliance.

In addition to the onsite monitor, the State may conduct quarterly monitoring evaluations of the Provider. The evaluations will review the Provider's performance in the areas of Inmate Services, Programming, Health Care, Security & Safety and Transportation. In addition, the Provider's performance in the area of general servicing, such as responsiveness to inquiries, returning phone calls, providing information in a timely manner, etc. will be evaluated. The evaluation will be reviewed with the Provider and the Provider will have the opportunity to respond and correct the performance. If the Provider fails to correct the unsatisfactory performance, the State will have the option to terminate the Provider's services, as described in Section 1.XXI.(11)—Termination, herein.

The State shall review and approve any recommendations from the Provider for inmate transfers, classification custody level changes, determination of release dates, parole eligibility, and work line salaries.

(4) Output and Performance/Outcome Measurements

Not applicable.

(5) Experience

The Applicant shall include a description the following in their proposal:

- a. The Provider's experience in and ability to provide correctional services. This information shall include a company profile describing the experience and qualifications of key personnel (including warden, deputy warden, and chief of security), the number and type of employees both locally and nationally, company background/history, the length of time that the company has been providing services, and audited financial statements for the past two years.
- b. A list of similar contracts for correctional services, including location of facility, and name and contact information of governmental entity contracted with.
- c. Evidence of the Provider's qualifications that details experience and ability to comply with applicable court orders, ACA correctional standards and local state and federal laws;
- d. Providers' must provide a company profile that includes company ownership, number of employees both locally and nationally, company background/history and length of time that the company has been providing services;
- e. An indemnification plan for liability, which includes negligence, non-performance and civil rights' claims. The plan must protect the State from all claims and losses incurred as a result on the Contract, while not depriving the vendor or the State of any benefits of any law that limits its exposure to liability and damages. The Provider must pay its own legal costs of litigation;
- f. A litigation history of the Provider listing the cases filed against it and/or its employees by inmates, the name and civil number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years.
- g. Evidence of ACA certification, if any. If not currently certified, any extension of this contract shall be contingent on the facility's certification during the initial contract period.
- h. The Provider's training requirements for employees, a copy of the training program and curriculum, a copy of the facility's policy on background checks and random drug testing, and, if requested, sample background checks and drug testing results.

- i. Policies governing employee discipline and referrals to criminal prosecution.

(6) Coordination of Services

The provider shall describe its “out-sourced” services and their related contracts with those organizations, or entities. This would include any medical service contracts with nearby hospitals or clinics.

The applicant shall also disclose if those contracts are available to the State or if the State would need to negotiate directly with those service providers.

(7) Reporting Requirements for Program and Fiscal Data

The Provider shall ensure that written procedures are properly implemented for internal controls of petty cash, bonding, signature control on checks, inmates trust funds, inmate work line payroll, and inmate property claims/tort claims.

All inmate monies must be deposited into two separate accounts (spendable and restricted) for each inmate and shall be maintained by the Provider. Inmates shall receive monthly statements for these accounts.

(8) Pricing Structure or Pricing Methodology to be used

Refer to Section 2, III – Scope of Work, Item A – Service Activities, Sub-item 5 – Cost, for a detailed description of the unit cost to be quoted and an explanation and limits of expense/cost items qualifying for reimbursement by the State

(9) Units of Service and Unit Rate

The unit of service and unit rate shall be the per diem rate per inmate as described above.

IV. Facilities

Refer to Section 2, II – General Requirements, Item A. Provider may submit photographs of facility showing perimeter of exterior of the facility, medical unit areas, library, food service area, etc.

For security requirements of the facility, refer to Section 2, III – Scope of Work, Item A – Service Activities, Sub-item 4 – Security.

The Provider shall describe the rated capacity of the proposed facility. The rated capacity does not include infirmary beds or disciplinary segregation beds.

The Provider shall provide adequate segregation cells for inmates requiring pre-detention, disciplinary, administrative segregation and protective custody. Policies shall govern disciplinary codes, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards. A record of all

misconduct reports and proceedings (including appeals) must be maintained in the inmate's file.

V. Exceptions

If the Applicant takes any exception(s) to the terms and conditions, and specifications, listed herein, refer to Section 3, VIII – Exceptions.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. **See sample table of Contents***
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (for the website address see the Proposal Application Checklist in Section 5, Attachments). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Qualifications*
- *Inmate Services*
- *Programming*
- *Health Care*
- *Security & Safety*
- *Cost*

I. Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered and shall include a narrative and necessary documentation of the applicant's compliance to the general requirements state in Section 2.II of this RFP.

II. Experience and Qualifications

A. Necessary Skills

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

This section shall include a list of key personnel, their resumes and applicable certifications for the services they will provide:

- (1) Contract Administration;
- (2) Facility Personnel;
- (3) Inmate Services;
- (4) Programming;
- (5) Health Care; and
- (6) Security & Safety.

Applicant shall provide their policies and procedures governing employees, and inmates. Applicant shall indicate whether it will hire employees with convictions for sexual offenses or any offense which would prohibit that employee from owning or possessing a firearm. This shall also include employee training program, its curriculum, number of hours required—both initial training and annual supplemental training.

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services. Applicant shall include Names and addresses of Client, Contact Person, Telephone Number(s), Facsimile Number(s), e-mail address of contact person, Name and Address of Facility being used for the applicable client, Facility's rated capacity, Number of inmates being accommodated for client.

C. Quality Assurance and Evaluation

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.

D. Coordination of Services

The applicant shall describe its "out-sourced" services and their related contracts with those organizations, or entities. This would include any medical service contracts with nearby hospitals or clinics.

The applicant shall also disclose if those contracts are available to the State or if the State would need to negotiate directly with those service providers.

E. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services—the description shall include the rated capacity of the facility. The applicant may submit photographs of facility

showing perimeter of exterior of the facility, medical unit areas, library, food service area, etc. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services. Applicant shall submit ACA certification, if applicable.

F. Litigation History

The Applicant shall provide a history of the cases filed against it and/or its employees by inmates, the name and civil number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years.

III. Inmate Services

The applicant shall describe in detail the inmate services available at the facility:

- A. Clothing and Supplies Provided to Inmates Without Charge**, including both standard and cold weather clothing, personal hygiene items, towels, bed linens and blankets;
- B. Laundry Services;**
- C. Inmate Property Policies;**
- D. Food Service**, including a cycle meal menu, any approval and/or reviews by a Registered Dietician or Nutritionist of the cycle meal menu, whether fresh fruit is included, and policies on special meals for medical or religious needs. If a contract is awarded, **rice shall be included as a food staple on a daily basis;**
- E. Inmate Commissary**, including a list of available items and their cost, and any restrictions on purchases, and whether profits earned on commissary items are specifically designated to be used for the benefit of the inmate population;
- F. Recreation**, including a description of the facility, equipment, supplies, and policies for indoor and outdoor recreational and leisure time activities. Recreation practices shall meet mandatory ACA standards;
- G. Library Services**, including a description of the recreational library and the hours of operation;
- H. Visitation Programs**, including the policies and procedures for visitation. If a contract is awarded, the offer shall provide, at its sole cost and expense, the necessary equipment and space within the Facility to permit videoconferencing by use of video teleconference equipment compatible with the video teleconference equipment currently being used by the State. Furthermore, if a contract is awarded, video teleconference phones shall be made available for a four hour block at a mutually agreed upon time on Saturday;

- I. Grievance Procedures**, including a description of the process and any policies or procedures for ensuring ready access to grievance forms, consideration of the grievance by an impartial party, means for ensuring confidentiality, avenues for appeals, and time limits for filing, responding, and appealing;
- J. Access to Courts**, including a description of the materials that will be made available in the law library and the hours of operation, and availability of transportation to local courts if necessary. If a contract is awarded, the Applicant shall make any legal material provided by the State of Hawaii accessible to the inmates, including the Hawaii Revised Statutes, Hawaii Reports, and other legal material;
- K. Fiscal Management of Inmate Accounts**, including procedures for ensuring payments to inmates for work line, management of inmate trust accounts and commissary purchases, and provisions for both spendable and restricted accounts in accordance with State policies;
- L. Restrictions on Types of Inmates** that may be housed at the proposed facility, such as maximum custody inmates, former escapees, or inmates convicted of a sexual or violent crime;
- M. Telephone Costs and Services**, include a description of telephone services and security measures, any and all costs for telephone services generally, and the breakdown of costs for a ten minute call from the facility to Hawaii; and
- N. Work Line Opportunities.**

IV. Programming

The applicant shall describe in detail the following programs (minimum qualifications of staff for these programs shall be included in Section II.A of the Applicant's proposal):

A. Education Services to include:

Adult Basic Education (ABE) I, ABE II, ABE III, ABE IV, GED programs, Literacy/ESL, job readiness and vocational training, and educational and vocational testing.

B. Substance Abuse Programs to include:

- (1) Substance education and counseling programs that include education in addiction, relapse prevention, cognitive skills development, and recovery skills.
- (2) A substance abuse therapeutic community, including Level III substance abuse treatment.
- (3) Substance abuse assessment policies. If the contract is awarded, the Applicant shall provide assessments pursuant to the State's Level of Services Inventory-Revised (Refer to Appendix D- Offender Assessment Protocols).

C. Counseling and Social Work Services, including the ratio of counselors to inmates, and the availability of any sexual abuse counseling for inmates.

D. Religious Programs, including a list of religious programs and policies for accommodation of religious needs.

V. Health Care

The applicant shall describe in detail the health care services available at the facility and those that are available but outsourced. (Minimum qualifications of staff for these programs shall be included in Section II.A of the Applicant's proposal.)

A. Licensed Health Care Staff including physicians, nurse practitioners, and physician assistants, overseen by a health care administrator, staffing levels and hours of service.

B. Routine Medical Care including:

- (1) Primary care services including daily sick call to general and lockdown populations;
- (2) Nursing services by licensed nurses, including nurse rounds and nurse clinics;
- (3) Chronic care management system where all patients with a chronic disease such as diabetes, hypertension, or asthma are seen once every three months.
- (4) Medical and specialty care, such as podiatrists, physical therapists, and dermatologists;
- (5) Infirmary services;
- (6) Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemoccult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests, and any other diagnostic screening tests commonly used in identifying or preventing illnesses;
- (7) Radiology services, fixed and/or mobile;
- (8) Annual health appraisal for each inmate over forty (40) years old which will include a breast examination mammography (every other year) and a pap smear (if cervix present);
- (9) Health appraisal at least once every three (3) years for each inmate less than forty (40) years old, including a breast examination. Pelvic and pap screening needs to be annual (if cervix present);
- (10) Physical medicine, physical therapy services, speech therapy, and occupational therapy;